

Exhibit A

22A04794

No. _____

STATE COURT OF DEKALB COUNTY
GEORGIA, DEKALB COUNTY

Date Summons Issued and E-Filed

12/12/2022

SUMMONS

/s/ Monica Gay

Deputy Clerk

Deposit Paid \$ _____

Edward Kevelier, Jr.**19102 Waldrop, LLC**

Plaintiff's name and address

vs.

[] JURY

LM General Insurance Company

Defendant's name and address

TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to file with the Clerk of State Court, Suite 230, 2nd Floor, Administrative Tower, DeKalb County Courthouse, 556 N. McDonough Street, Decatur, Georgia 30030 and serve upon the plaintiff's attorney, to wit:

William M. Compton

Name

25 Bull Street, Suite 400, Savannah, GA 31401

Address

912-443-1017**380092**

Phone Number

Georgia Bar No.

an **ANSWER** to the complaint which is herewith served upon you, within thirty (30) days after service upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. The answer or other responsive pleading can be filed via electronic filing through eFileGA via www.eFileGA.com or, if desired, at the e-filing public access terminal in the Clerk's Office at 556 N. McDonough Street, Decatur, Georgia 30030

Defendant's Attorney

Third Party Attorney

Address

Address

Phone No.

Georgia Bar No.

Phone No.

Georgia Bar No.

TYPE OF SUIT

- ☐ Personal Injury ☐ Products Liability
☒ Contract ☐ Medical Malpractice
☐ Legal Malpractice ☐ Product Liability
☐ Other

Principal \$ _____

Interest \$ _____

Atty Fees \$ _____

Access to the e-filing site and the rules is available at www.dekalbstatecourt.net

To indicate consent to e-service check the box below.

☒ Plaintiff consents to e-service pursuant to OCGA 9-11-5 (f). The email address for service appears in the complaint.

**IN THE STATE COURT OF DEKALB COUNTY
STATE OF GEORGIA**

**EDWARD KEVELIER, JR. and 19102
WALDROP, LLC,**

Plaintiffs,

vs.

**LM GENERAL INSURANCE
COMPANY,**

Defendant.

**CIVIL ACTION
FILE NO: 22A04794**

COMPLAINT

COME NOW, Plaintiffs, Edward Kevelier, Jr. and 19102 Waldrop, LLC (“Plaintiffs”), by and through the undersigned counsel, and hereby file this Complaint for breach of contract against Defendant, LM GENERAL INSURANCE COMPANY, stating in support hereof the following:

PARTIES

1. Plaintiffs are the owners of the condominium unit located at 19102 Waldrop Cv., Decatur, Georgia 30034 (the “Property”).
2. Defendant LM General Insurance Company (“Defendant”) is a foreign insurance corporation authorized to insure risks and properties in the State of Georgia.
3. Defendant may be served with process at the office of its registered agent for service of process, Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners GA, 30092.
4. This Court has subject matter jurisdiction over this action for breach of insurance contract, and the Court has personal jurisdiction over Defendant because Defendant is transacting business and insuring risks in DeKalb County, Georgia.

5. Venue is proper in this Court pursuant to O.C.G.A. §33-4-1(4).
6. In consideration of the premiums paid by Plaintiffs to Defendant, Defendant issued an insurance policy contract, given policy number H6S-251-849956-40 (the “Policy”), to Plaintiffs for the Property. A certified copy of the Policy will be produced in discovery.
7. Plaintiffs purchased yearly renewals of the Policy from Defendant with coverages provided in yearly contract renewals through the present time.
8. While the Policy was in effect, the Property sustained direct physical loss and damage due to water escaping from the plumbing system and appliances in the Property (the “Loss”).
9. The Loss constituted a peril insured against causing damage to covered property pursuant to the terms and conditions of the Policy.
10. Plaintiffs timely reported the Loss to Defendant which assigned claim number 049388836-01 (the “Claim”) to the Loss.
11. Plaintiffs complied with all conditions precedent to filing suit in relation to the Loss.
12. Defendant denied the Claim based on the contention that the Policy does not provide coverage for the Loss.

COUNT I – BREACH OF CONTRACT (FAILURE TO PAY)

13. Plaintiffs incorporate and allege by reference paragraphs 1-12 above as if the same were stated herein verbatim.
14. The Policy is a binding and enforceable contract between Plaintiffs and Defendant that was in effect at the time of the Loss.
15. Defendant failed to make payment to Plaintiffs for the coverage owed to Plaintiffs for the Loss as required by the Policy.

16. Defendant's failure to make payment to Plaintiffs for the Loss as required by the Policy constitutes a breach of contract.

17. As a result of Defendant's breach, Plaintiffs sustained damages in an amount to be proven at trial.

COUNT II – BAD FAITH (O.C.G.A. § 33-4-6)

18. Plaintiffs incorporate and allege by reference paragraphs 1-17 above as if the same were stated herein verbatim.

19. Plaintiffs made a demand for payment of the Loss pursuant to O.C.G.A. § 33-4-6 on September 21, 2022.

20. Defendant unreasonably and frivolously refused to make payment to Plaintiffs for the Loss as required by the Policy.

21. The refusal of Defendant to make payment to Plaintiffs for the Loss was done in bad faith.

22. Defendant is thus liable to Plaintiffs, pursuant to O.C.G.A. § 33-4-6, in addition to payment for the Loss, for a sum equal to 50% of the liability of Defendant, plus reasonable attorney's fees.

COUNT III - RECOVERY OF INTEREST UPON DAMAGES (O.C.G.A. § 13-6-13)

23. Plaintiffs incorporate and allege by reference paragraphs 1-22 above as if the same were stated herein verbatim.

24. Pursuant to O.C.G.A. § 13-6-13, Plaintiffs are entitled to, and Defendant is liable for, interest upon Plaintiffs' damages sustained as a result of Defendant's breach of contract described herein.

WHEREFORE, Plaintiffs pray:

a. That process issue according to law;

- b. That Defendant be served with a copy of the Summons, Plaintiffs' Complaint for Damages and Demand for Trial by Jury according to law;
- c. That Plaintiffs be granted a trial by jury in this matter;
- d. That judgment be entered in favor of Plaintiffs against Defendant for damages sustained as a result of Defendant's breaches of contract identified herein in an amount to be determined by the enlightened conscience of an impartial jury;
- e. That judgment be entered in favor of Plaintiffs against Defendant for bad faith damages pursuant to O.C.G.A. § 33-4-6;
- f. That judgment be entered in favor of Plaintiffs against Defendant for interest upon the Plaintiffs' damages pursuant to O.C.G.A. § 13-13-6; and
- g. That Plaintiffs be granted such other further relief as the Court deems necessary and proper under the circumstances.

PLAINTIFFS HEREBY DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE.

Respectfully submitted, this 12th day of December, 2022.

MORGAN & MORGAN

/s/ Max Compton
William M. Compton
Georgia Bar No. 380092
Attorney for *Plaintiffs*

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Savannah, GA 31401
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STATE COURT OF
DEKALB COUNTY, GA.
12/12/2022 4:48 PM
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BY: Monica Gay